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20-A-07822-1 11/19/2020 3:40 PM

# IN THE SUPERIOR COURT OF GWINNETT COUNTY STATE OF GEORGIA

LILE J. LLUB?

**PLAINTIFF'S** 

MILNER AGENCY, INC., WHITNER MILNER

**Plaintiffs** 

CIVIL ACTION

20-A-07822-1

VS.

FILE NO.

BRITISH AMERICAN INSURACNE INTERMEDIARIES, INC. and SECURITY BENEFIT ASSOCIATES GROUP SERVICES, INC.

Defendants.

# $\frac{\textbf{COMPLAINT FOR DECLARATORY JUDGMENT, DAMAGES AND INJUNCTIVE}}{\textbf{RELIEF}}$

Now come MILNER AGENCY, INC. and WHITNER MILNER ("Plaintiffs") and file this Complaint against British American Insurance Intermediaries, Inc. and Security Benefit Associates Group Services, Inc. ("Defendants") as follows:

# JURISDICTION, VENUE AND PARTIES

1.

Plaintiff Milner Agency, Inc. is a corporation registered to conduct business in the State of Georgia and has the authority to bring this action.

2.

Plaintiff Whitner Milner is a resident of the State of Georgia, an owner of Milner Agency, Inc. and an owner of British American Insurance Intermediaries, Inc. He is authorized to bring this action.

Defendant Security Benefit Associates Group Services, Inc. ("SBA") is a Georgia corporation whose principal place of business is at 521 Swanson Dr, Lawrenceville, GA, 30043. Defendant may be served by delivering a copy of the Summons and Complaint to its registered agent, John. J. Scroggin, at 647 Mimosa Boulevard, Roswell, Georgia 30075.

4.

Defendant British American Insurance Intermediaries, Inc. ("BAII") is a Georgia corporation whose principal place of business is at 521 Swanson Dr, Lawrenceville, GA, 30043. Defendant may be served by delivering a copy of the Summons and Complaint to its registered agent, John. J. Scroggin, at 647 Mimosa Boulevard, Roswell, Georgia 30075.

5.

Venue is proper where any of the Defendants are located. Venue is proper in this Court.

### **GENERAL ALLEGATIONS**

6.

Paragraphs One (1) through Five (5) are realleged and incorporated by reference as if set forth fully herein.

7.

Plaintiff is a company owned by Whitner Milner and Sexias Milner, Jr.

8.

Defendant British American Insurance Intermediaries is owned equally by Whitner Milner and Latimer Milner. Litigation is pending in Barrow County between the current owners of British American Insurance Intermediaries concerning the right to compel Whitner Milner to sell his

shares.

9.

Upon information and belief, Defendant Security Benefit Associates Group Services is owned by Latimer Milner.

10.

Whitner Milner, Sexias Milner, Jr. and Latimer Milner are all brothers. Their father and grandfather were also in the insurance business. Some of the entities that are the subject of this action were actually started by their father for the purpose of passing along his business to his sons.

11.

Milner Agency and SBA operate under the umbrella name of The Milner Group to sell various insurance products.

12.

BAII conducts no business of any kind.

13.

Milner Agency and SBA share access to a list of clients.

14.

When customers or clients call the telephone numbers of The Milner Group, they first speak with a representative of the Milner Agency.

15.

If the person calling asks for the type of insurance offered by SBA, the representative of the Milner Agency transfers that call to SBA.

On March 6, 2015, SBA fraudulently filed an application for registration of the trademark "The Milner Group" ("the Trademark") with the United States Patent and Trademark Office ("USPTO"), for which the USPTO issued U.S. Registration No. 5,239,004 ("the '004 Registration") on July 11, 2017. Attached hereto as Exhibit "A" is a copy of the Certificate of Registration for the '004 Registration issued by the USPTO.

17.

For many years prior to SBA filing for the '004 Registration, Milner Agency used the Trademark in commerce and therefore had acquired rights in the Trademark.

18.

SBA submitted to the USPTO a screen shot of The Milner Group's website, milnergroup.com, which is exclusively owned by the Milner Agency, Inc., as a specimen demonstrating its use of the Trademark in commerce in order to fraudulently obtain the '004 Registration.

19.

Milner Agency wholly owns the website milnergroup.com ("Website"). Attached as Exhibit "B" is a copy of the certificate that The Milner Agency owns the Website.

20.

SBA submitted no other specimen of use to the USPTO to show the use of the trademark and SBA owns no interest in the Website.

21.

BAII owns no interest in the Website.

Milner Agency owns the two phone numbers used for the Milner Group 770-455-1234 and 800 -926-9206 ("Telephone Numbers"). Attached as Exhibit "C" is a renewed contract for The Milner Agency phone numbers and a list of the phone numbers under that account. The mentioned phone numbers are highlighted in yellow.

23.

SBA, nor BAII, does not own any interest in these Telephone Numbers.

24.

SBA was paying the Milner Agency for the right to use the Website and Telephone Numbers but has missed several payments over the last few years.

25.

Over the years, the business tensions have grown between the brothers regarding the Trademark and the family business in general.

26.

Plaintiff Milner Agency believes that it is time for the parties to go their separate ways in business.

# COUNT I- DECLARATORY JUDGEMENT AND INJUNCTION- FRAUDULENT TRADEMARK

27.

Paragraphs One (1) through Twenty-Six (26) are realleged and incorporated by reference as if set forth fully herein.

28.

The Milner Group name has been used since the 1990's.

At all times, Plaintiff Milner Agency has wholly owned the Website, milnergroup.com.

30.

Defendant SBA clearly had knowledge of all of the facts stated herein concerning the use of the name The Milner Group given the family relationship between the owners of the companies.

31.

In 2017, Defendant SBA fraudulently registered "The Milner Group" with the United Stated Trademark Office by submitting a specimen of use showing a screen shot taken from the Website, which is wholly owned and operated by Plaintiff.

32.

Defendant SBA did this with the intent to deceive and mislead the public by causing confusion in the marketplace. Defendant SBA is also trying to leverage the other Milner Group affiliates to have to pay for the use of The Milner Group name.

33.

Once SBA fraudulently obtained the '004 Registration, SBA has demanded monthly payments for Plaintiff Milner Agency to use the Trademark.

34.

O.C.G.A § 10-1-373 and O.C.G.A. § 23-3-55 authorize this court to issue an injunction preventing SBA from using the Trademark further.

# COUNT II- DECLARATORY JUDGMENT- WEBSITE

35.

Paragraphs One (1) through Thirty-Four (34) are realleged and incorporated by reference as if set forth fully herein.

36.

Plaintiff Milner Agency seeks a declaratory judgment by virtue and authority of the provisions of O.C.G.A. § 9-4-2.

37.

Plaintiff Milner Agency shows the Court that there is an actual controversy between Milner Agency and Defendant SBA arising from the dispute over the ownership of the Website.

38.

Defendant used the Website as evidence to obtain the '004 Registration for "The Milner Group."

39.

Plaintiff Milner Agency owns the Website, as evidenced by Exhibit "B."

# COUNT III- DECLARATORY JUDGMENT- TELEPHONE NUMBERS

40.

Paragraphs One (1) through Forty (40) are realleged and incorporated by reference as if set forth fully herein.

41.

Plaintiff seeks a declaratory judgment by virtue and authority of the provisions of O.C.G.A. § 9-4-2.

Plaintiff Milner Agency shows the Court that there is an actual controversy between Milner Agency and Defendant SBA arising from the dispute over the ownership of the Telephone Numbers.

43.

Plaintiff Milner Agency transfers calls from the Telephone Numbers to Defendant SBA.

44.

Plaintiff Milner Agency owns the Telephone Numbers, as evidenced by Exhibit "C."

# COUNT IV- DECLARATORY JUDGMENT- CLIENT LIST

45.

Paragraphs One (1) through Forty-Five (45) are realleged and incorporated by reference as if set forth fully herein.

46.

Plaintiff Milner Agency seeks a declaratory judgment by virtue and authority of the provisions of O.C.G.A. § 9-4-2.

47.

Plaintiff Milner Agency shows the Court that there is an actual controversy between Milner Agency and Defendant SBA arising from the dispute over the ownership of the client list.

48.

Plaintiff Milner Agency wishes for both Milner Agency and Defendant SBA to receive a copy of the client list when the companies go their separate ways.

# COUNT V- JUDICIAL DISSOLUTION OF BAIL BY SUPERIOR COURT

49.

Paragraphs One (1) through Forty-Eight (48) are realleged and incorporated by reference as if set forth fully herein.

50.

O.C.G.A. §14-2-1430 provides for the involuntary dissolution of a corporation when its shareholders are deadlocked in voting power, the corporate assets are being misapplied and wasted, and when those in control of the corporation have acted or will act in a manner that is illegal or fraudulent in connection with the operation or management of the business and affairs of the corporation.

51.

In this case, Plaintiff Whitner Milner has been completely excluded from the benefits of his ownership of the BAII. There are no meetings. No corporate formalities are observed. No financial benefits or profits have been shared or even reported to the Defendant. The Plaintiff has converted all of the ownership rights of the corporation to his personal use.

52.

Further, Latimer Milner, owner of SBA and co-owner of BAII, fraudulently registered "The Milner Group" trademark.

53.

Once the assets and profits have been accounted for and marshalled, the corporation should be dissolved with a receiver appointed to liquidate its assets for the benefit of all its shareholders.

# **COUNT VI- ATTORNEYS FEES**

54.

Paragraphs One (1) through Fifty-Three (53) are realleged and incorporated by reference as if set forth fully herein.

55.

O.C.G.A. § 10-1-373 allows attorney fees in deceptive trade practice actions when the part charged "has willfully engaged in the trade practice knowing it to be deceptive."

56.

Defendant SBA knew that it did not own the Website used to obtain "The Milner Group" and knew obtaining such trademark would be deceptive.

57.

Plaintiffs are entitled to recover their reasonable attorney's fees and expenses of litigation pursuant to O.C.G.A. § 10-1-373 in an amount to be determined at trial.

58.

In the alternative, Defendants have acted in bad faith, been stubbornly litigious, and has caused the Plaintiffs unnecessary trouble and expense, which actions leave it liable to the Plaintiffs for expenses of litigation authorized under O.C.G.A. § 13-6-11.

59.

Plaintiffs are entitled to recover their reasonable attorney's fees and expenses of litigation pursuant to O.C.G.A. § 13-6-11 in an amount to be determined at trial.

WHEREFORE, Plaintiffs pray for the following:

 (a) That Defendants be served with Summons, Process and a copy of this Complaint as provided by law;

- (b) That this Court find that Defendant SBA fraudulently obtained the trademark "The Milner Group" and deem it void;
- (c) That this Court enter an order declaring that Milner Agency, Inc. is the owner of the website: milnergroup.com;
- (d) That this Court enter an order declaring that Milner Agency, Inc. is the owner of the telephone numbers: 770-455-1234 and 800 -926-9206;
- (e) That this Court enter an order declaring that Milner Agency, Inc. and SBA shall be entitled to a copy of the list of current clients of The Milner Group;
- (f) That this Court judicially dissolve BAII;
- (g) That Plaintiffs be awarded attorneys' fees and expense of litigation in accordance with O.C.G.A. § 10-1-373, or in the alternative O.C.G.A. § 13-6-11;
- (h) That this matter be heard by a jury; and
- (i) That this Court grants Plaintiffs such other and future relief as this Court deems just and proper under all circumstances alleged and contained herein.

Respectfully submitted this 19th day of November, 2020.

POWELL & EDWARDS

Anthony O.L. Powell

Georgia Bar No. 585765

W. Charles Ross

Georgia Bar No. 615217

John J. Crowley

Georgia Bar No. 562636

Attorneys for Plaintiffs

P.O. Box 1390

Lawrenceville, GA 30046

Telephone: (770) 962-0100 Facsimile: (770) 963-3424

# **EXHIBIT**

"A"

# United States of America United States Patent and Trademark Office

# The Milner Group

Reg. No. 5,239,004

Security Benefit Associates Group Services Inc (GEORGIA CORPORATION)

521 Swanson Dr

Registered Jul. 11, 2017

Lawrenceville, GA 30043

Int. Cl.: 36

CLASS 36: Insurance agency and brokerage

Service Mark

FIRST USE 1-1-1989; IN COMMERCE 1-1-1989

Principal Register

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "GROUP"

SEC.2(F)

SER. NO. 86-556,368, FILED 03-06-2015 VIVIAN M FIRST, EXAMINING ATTORNEY



Joseph matel

Performing the Functions and Duties of the Under Secretary of Commerce for Intellectual Property and Director of the United States Patent and Trademark Office

# EXHIBIT "B"

# dnsimple

Automating domain management since 2010

November 13, 2019 support@dnsimple.com

To whom it may concern,

This letter certifies that the current registrant of the domain:

milnergroup.com

is shown in our database as:

The Milner Agency 833 Hurricane Shoals Rd Lawrenceville, GA 30043

Sincerely,

Anthony Eden

CEO, DNSimple Corporation

# **EXHIBIT**

"C"

DocuSign Envelope ID: E4FE7102-19D3-465F-B9C0-5B0526E7D04B



Account # 702969 , Ac	count Name ("Customer"	The Milner Agency		, Date 03/12/2019
Service Address 833 Hurric	900 1280 Publica - *	City Lawrenceville	, State_Ga	Zip_30043

### Re: Service Renewal Amendment

### Renewal Term Period: 2 Years

By your signature on this amendment (the "Amendment"), you understand and acknowledge that your Services with Birch Communications, LLC, a Fusion Company (hereinafter "Birch"), are being renewed for an additional term period indicated above which shall be considered a new Initial Term.

Upon your execution of this Amendment, you understand and acknowledge that the following will occur:

- A. You will extend the Service term of all Services on the account number listed above, except for BirchMobile or BeyondMobile Services. The new Initial Term indicated above for the Services will commence on the latter of (1) the date Birch executes this document, or (2) the installation date of new Services. After this Initial Term, the Services shall renew in accordance with the terms of your existing Agreement with Birch (the "Agreement").
- B. You will receive a reduction of 230.39 off the current total Monthly Recurring Charges on the Service Address specified above. This amount may be applied as price reductions on other Services to accommodate the total discount amount. This change will be effective at the start of the next bill cycle. It may take up to two billing cycles for discount to reflect on your bill.

Additional Terms. Except as set forth above, your execution of this Amendment will cause no changes in the Services you currently receive. Taxes, surcharges, usage and fees may vary. Birch may, in its sole discretion, choose to change how discounts, if applicable, are allocated to your overall Services; provided however, that total Service rates for the applicable Service Address will be consistent with the terms of Section B above. Notwithstanding the foregoing, if Services are terminated from your account in the future, Birch reserves the right to adjust discounts on your account.

This Amendment applies only to the Birch Account Number listed above. New Services will be governed by the terms of the Agreement. Capitalized terms not defined herein shall have the meanings set forth in the Agreement.

Customer Acceptance. By Signing Below, the Person Signing on Behalf of Customer Represents and Warrants to Birch that he or she has the authority and power to sign on Behalf of Customer and Bind Customer to the Amendment. Customer understands and agrees to be bound by the terms and conditions for service as described in the agreement which includes existing order terms and service addendum(s), where applicable. This amendment is accepted by Birch on the date indicated below, and the service term period shall begin upon that date.

ACCOUNT NAME ("Customer")	BIRCH COMMUNICATIONS, LLC	
The Milner Agency DocuSigned by:  Law Pury		
(Siganatuuza)073453	(Signature)	
Lance Perry		
(Printed Name)	(Printed Name)	
3/12/2019		
(Date Signed)	(Date Accepted)	



Certificate Of Completion

Envelope Id: E4FE710219D3465FB9C05B0526E7D04B

Subject: Please DocuSign: Offer 5 - MRR discount v5 (2).pdf

Source Envelope:

Document Pages: 1

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AutoNav: Enabled

Envelopeld Stamping: Enabled

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Signatures: 1

Initials: 0

Envelope Originator: Bonita Williams

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320 Interstate N. Pkwy SE

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Atlanta, GA 30339

bonita.williams@birch.com IP Address: 64.238.96.125

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Status: Original

3/12/2019 9:09:35 AM

Holder: Bonita Williams

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Lance Perry

Lance@milnergroup.com

Security Level: Email, Account Authentication

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Signature

Lance Perry

42E290239D73453.

Signature

Status

Signature Adoption: Pre-selected Style Using IP Address: 74.7.11.194

Timestamp

**Timestamp** 

**Timestamps** 

Sent: 3/12/2019 9:10:34 AM Resent: 3/12/2019 9:12:04 AM Resent: 3/12/2019 9:32:31 AM

Viewed: 3/12/2019 9:28:57 AM Signed: 3/12/2019 9:41:39 AM

Electronic Record and Signature Disclosure: Accepted: 11/27/2018 3:50:04 PM

In Person Signer Events

ID: c34711c4-9d66-4f17-a5f8-373f7ea4fb9f

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/12/2019 9:32:31 AM
Certified Delivered	Security Checked	3/12/2019 9:32:57 AM
Signing Complete	Security Checked	3/12/2019 9:41:39 AM
Completed	Security Checked	3/12/2019 9:41:39 AM

**Payment Events** 

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Electronic Record and Signature Disclosure created on: 12/10/2014 1:47:42 PM Parties agreed to: Lance Perry

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows
	Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0
	or above (Windows only); Mozilla Firefox 2.0
	or above (Windows and Mac); Safari™ 3.0 or
	above (Mac only)
PDF Reader:	Acrobat® or similar software may be required
	to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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  through electronic means all notices, disclosures, authorizations, acknowledgements, and
  other documents that are required to be provided or made available to me by BIRCH
  during the course of my relationship with you.

Account Name: THE MILNER AGENCY

Account Number: 702969

Billing Address: 833 HURRICANE SHOALS RD NE, LAWRENCEVILLE, GA 30043-0000

Service Address: 833 HURRICANE SHOALS RD NE, LWRNCVL, GA, 30043

Contact Name: Melissa Crabtree

Contact TN: 7705588932

MTN:

Telephone Numbers:

WTN: 6787367825

WTN: 7709620068

DID: 4705543760

DID: 4705543761

DID: 4705543762

DID: 4705543763

DID: 4705543764

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